

FILED

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MICHAEL K. JEANES, Clerk

By

Deputy

COPY

1 TERRY GODDARD
2 The Attorney General
3 Firm No. 14000

4 Rose Daly-Rooney, No. 016590
5 Cathleen M. Dooley, No. 022420
6 Assistant Attorneys General
7 Civil Rights Division
8 400 W. Congress, # S-215
9 Tucson, AZ 85701
10 Telephone: (520) 628-6756
11 CivilRights@azag.gov
12 Attorneys for Plaintiff

11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

12 IN AND FOR THE COUNTY OF MARICOPA

13
14 THE STATE OF ARIZONA *ex rel.* TERRY
15 GODDARD, the Attorney General; and THE
16 CIVIL RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,

17 Plaintiff,

18 and

19
20 MEREDITH LAGUNA,

21 Plaintiff-Intervenor,

22 vs.

23 WDOP SUB I LP, a Delaware limited
24 partnership; WDOP SUB I GP LLC, a Delaware
25 limited liability company; TIO MILESTONE
26 PARENT LP, a Delaware limited partnership;
27 TIO MILESTONE PARENT GP LLC, a
28 Delaware limited liability company; TIO

No. CV2007-014153

CONSENT JUDGMENT
(Non-classified Civil)

(Assigned to Hon. Richard Trujillo)

1 MILESTONE LP, a Delaware limited
2 partnership; TIP SM APARTMENTS GP, LLC, a
3 Delaware limited liability company; and
4 CORPORATIONS A-Z.,

Defendants.

5 On August 8, 2007, Plaintiff, the State of Arizona, through Attorney General Terry
6 Goddard and the Civil Rights Division (collectively the "State"), filed the above-captioned
7 Complaint in Maricopa County Superior Court against Defendants WDOP SUB I LP, et al.
8 ("collectively "Defendants"), Delaware corporations, alleging that they discriminated against
9 Meredith Laguna, a resident, in violation of A.R.S. § 41-1491.19 by failing to provide a
10 reasonable accommodation for her disability while she was a resident at Woodstone
11 Apartments, an apartment complex owned and managed by Defendants. On April 22, 2008,
12 Plaintiff-Intervenor, Meredith Laguna, filed a Motion to Intervene and a Complaint against
13 Defendants alleging that they discriminated against her in violation of A.R.S. § 41-1491.19 and
14 42 U.S.C. § 3604(f). This court granted intervention on June 19, 2007.

15 Specifically, the State's and Plaintiff-Intervenor's Complaints alleged that Ms. Laguna is
16 an individual with a disability because she has a mental impairment that significantly limits one
17 or more major life activity and that Defendants failed to accommodate her disability when they
18 filed a forcible detainer action against her on September 6, 2006. Prior to filing the forcible
19 detainer action, Defendants served Ms. Laguna with a Notice of Irreparable Breach/Immediate
20 Termination of Tenancy on that day for theft on the premise and breach of the lease agreement
21 that jeopardized the health and safety of the landlord and/or residents. Defendants deny the
22 allegations asserted herein, and admit no liability in entering into the Consent Decree.

23 The State, Plaintiff-Intervenor, and Defendants desire to resolve the issues raised by
24 the Complaints without the time, expense and uncertainty of further contested litigation.
25 Defendants, Plaintiff-Intervenor and the State expressly acknowledge that this Decree relates
26 to Defendants' Arizona properties and is the compromise of disputed claims and that there
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1 was no adjudication of any claim. The parties agree to be bound by this Decree and not to
2 contest that it was validly entered into in any subsequent proceeding to implement or enforce
3 its terms. The parties, therefore, have consented to the entry of this Decree, waiving trial,
4 findings of fact, and conclusions of law.

5 It appearing to the Court that entry of this Decree will further the objectives of the
6 Arizona Fair Housing Act ("AFHA") and the federal Fair Housing Act ("FFHA"), and that
7 the Decree fully protects the parties and the public with respect to the matters within the
8 scope of this Decree, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as
9 follows:

10 **JURISDICTION**

11 1. This Court has jurisdiction over the subject matter of this action and over the
12 parties hereto, and venue in Maricopa County is proper. The allegations of the Complaints, if
13 proved, are sufficient to state a claim upon which relief could be granted against Defendants
14 under the AFHA and FFHA.

15 **RESOLUTION OF THE COMPLAINT**

16 2. This Decree resolves all issues and claims set forth in the State's and Plaintiff-
17 Intervenor's Complaint. This Decree also resolves all issues relating to allegations of acts and
18 practices of discrimination to which this Decree is directed.

19 **RELEASE**

20 3. Except for the obligations of Defendants that are expressly set forth in this
21 Decree, Defendants, their agents, employees, successors, assigns and all persons in active
22 concert or participation with Defendants, are released from any and all liability to the State and
23 Plaintiff-Intervenor, Meredith Laguna, for conduct alleged in the Complaints in this matter and
24 any and all claims, known or unknown that may have been asserted against Defendants.
25 Plaintiff-Intervenor, Meredith Laguna is released from any and all liability to the Defendants
26 for any claims arising out of her tenancy at Woodstone Apartments.

1 **COMPLIANCE WITH AFHA**

2 4. Defendants agree that it shall abide by Arizona and federal fair housing laws.

3 **NO RETALIATION**

4 5. Defendants shall not retaliate against Meredith Laguna or any person in any
5 way for that person's opposition to a practice made unlawful by the AFHA or FFHA, or for
6 participation in the State's proceedings or litigation in this case.

7 **MONETARY RELIEF FOR AGGRIEVED PARTY**

8 6. Defendants shall, within fourteen (14) days after entry of this Decree, pay to
9 Meredith Laguna the sum of Nine thousand dollars (\$9,000.00). Such payment shall be made
10 in the form of a cashier's check made payable to Meredith Laguna and transmitted to her
11 attorney, Rose Winkeler, Community Legal Services, P.O. Box 21538, Phoenix AZ, 85003. A
12 copy of the cashier's check will be mailed to the State on the same date. Such payment is made
13 subject to Ms. Laguna's execution of the release described in paragraph 3 above.

14 **POLICY CHANGES**

15 7. **Policy of Non-Discrimination:** Within sixty (60) days of the effective date of
16 this Decree, Defendants will create a policy, or affirm that it has an existing policy, that
17 prohibits all forms of discrimination covered by the Arizona Fair Housing Act. At a minimum,
18 the policy shall advise residents that (1) discrimination is prohibited by state and federal fair
19 housing laws, (2) discrimination is contrary to the policy of Defendants, and (3) any resident with
20 a disability may make a request for reasonable accommodation in rules, policies, practices, or
21 services or a request for reasonable modification of an existing premise and the procedure by
22 which to make such requests; (4) any resident who feels that he or she has been discriminated
23 against in violation of the policy should promptly contact the individual designated in the policy
24 and report the discriminatory conduct. This policy shall also include a procedure for Defendants
25 to investigate and attempt to address the resident's complaint. This Paragraph will be satisfied by
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1 providing the State with a copy of the revised policy and affirmation that it has been disseminated
2 at Defendants' Arizona properties.

3 8. **Policy for Handling Requests for Reasonable Accommodation:** Within sixty (60) days
4 of the effective date of this Decree, Defendants will revise the existing reasonable
5 accommodation policy to set out a procedure for review by a designated corporate official of a
6 community director's decision to deny a request for reasonable accommodation. Defendants
7 agree to maintain the revised policy for the duration of the consent decree. This Paragraph will
8 be satisfied by providing the State with a copy of the revised policy and affirmation that it has
9 been disseminated at Defendants' Arizona properties.

10 9. **Policy for Assessing Direct Threat:** Within sixty (60) days of the effective date of this
11 Decree, Defendants will create a written policy for assessment of safety risk to be completed
12 before proceeding with eviction procedures against individuals with disabilities that management
13 knew or should have known had a disability believed to pose a risk to the health and safety of
14 other tenants. The assessment policy must, at a minimum, consider, based on reliable objective
15 evidence, which can include recent history of overt acts, any intervening treatment or medication,
16 and statements from case managers and treating physicians; (1) the nature, duration, and severity
17 of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are
18 any reasonable accommodations that will eliminate the direct threat. This policy will not be
19 construed to inhibit Defendants' management from taking necessary steps to immediately remove
20 a tenant from the property, through police intervention, who is an immediate and violent threat of
21 harm to other tenants or the landlord. This policy will be made available to residents and
22 employees in positions responsible for conducting the individualized assessment, reviewing
23 accommodation requests, and approving a decision to proceed with the decision to evict an
24 individual with a disability. This Paragraph will be satisfied by providing the State with a copy
25 of the revised policy and affirmation that it has been disseminated at Defendants' Arizona
26 properties.

1 10. Within ten (10) days of the creation of the policies described in paragraphs 7
2 through 9, Defendants shall provide a copy of the policy to the State and shall post the policy in
3 a location where Defendants posts other notices and/or information that are either required by
4 law or are of importance to residents and employees of the Defendants.

5 **POSTER**

6 11. Defendants shall keep posted at all times in a conspicuous, well-lighted place,
7 at Defendants' main office a poster provided by the State which states, in English and
8 Spanish, that housing discrimination based on race, color, religion, sex, familial status,
9 national origin, or disability is prohibited.

10 **TRAINING**

11 12. Within 90 days of the effective date of this Decree, Defendants agree to revise
12 its existing training program for Defendants' Arizona properties to include, at a minimum, the
13 following topics: awareness about serious mental illness, an overview of "direct threat," how
14 to conduct an individualized assessment of direct threat, and the obligation to consider
15 possible reasonable accommodations to eliminate direct threat. The additional curriculum
16 will constitute at least one hour of instruction. Defendants agree to conduct their annual
17 training in the manner described in this paragraph for the duration of the Consent Decree.
18 Defendants agree to pay for all costs associated with such training, and shall have the training
19 curriculum approved in advance by the State. Within 180 days of the effective date of this
20 Decree, Defendants agree to provide all employees at Arizona properties with the revised
21 training curriculum. Subsequently, Defendants shall present the training and provide copies
22 of the training materials to all new property managers and employees within sixty (60) days
23 of their hire.
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1 **CONTINUING JURISDICTION OF THE COURT**

2 13. The Court shall retain jurisdiction over both the subject matter of this Consent
3 Decree and the State and Defendants for two (2) years from the date of entry of the Decree to
4 effectuate and enforce this Decree. Any party, for good cause shown, petition this Court for
5 compliance with this Decree at any time during the period that this Court maintains jurisdiction
6 over this action. Should the Court determine that any party has not complied with this Decree,
7 appropriate relief, including extension of this Decree for such period as may be necessary to
8 remedy its non-compliance, may be ordered. In the event either the State does not submit any
9 petitions for compliance with the Decree or the Court determines Defendants have complied
10 with the Decree, the Decree shall automatically expire and the Court shall lose jurisdiction over
11 this action on the date two (2) years after entry of the Decree.

12 **MISCELLANEOUS PROVISIONS**

13 14. Defendants agree to pay for the additional hours in mediation beyond the original
14 fee agreement. The State will pay the agreed upon \$1400.00.

15 15. This Decree shall be binding on Defendants, their agents, employees, successors,
16 assigns and all persons in active concert or participation with Defendants.

17 16. The State, Plaintiff-Intervenor, and Defendants represent that they have read this
18 Decree in its entirety and are satisfied that they understand and agree to all its provisions, and
19 represent that they have freely signed this Decree without coercion.

20 17. This Decree shall be governed in all respects by the laws of the State of Arizona.

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1 18. The State, Plaintiff-Intervenor, and Defendants shall bear their respective attorneys'
2 fees and costs incurred in this action up to the date of entry of this Decree. In any action
3 brought to assess or enforce a party's compliance with the terms of this Decree, the Court may
4 in its discretion award reasonable costs and attorneys' fees to the prevailing party.

5 **NOTICE**

6 19. When this Decree requires the submission of reports, notices or other materials to
7 the State, they shall be mailed to: Rose Daly-Rooney or Cathleen M. Dooley, Assistant
8 Attorneys General, or their successors, at the Office of the Attorney General, Civil Rights
9 Division, 400 W. Congress, South Bldg. #S-215, Tucson, AZ, 85701, or her successors.

10 **EFFECTUATING CONSENT DECREE**

11 20. The parties agree to the entry of this Decree upon final approval by the Court.
12 The effective date of this Decree shall be the date that it is entered by this Court.

13 ENTERED AND ORDERED this 11th day of Sept 2008.

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15 Hon. Richard J. Trujillo

16 Honorable Richard J. Trujillo
17 Maricopa County Superior Court
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SIGNATURE ADDENDUM

FOR

CONSENT DECREE

CV2007-014153

August 28, 2008

WDOP SUB I LP, a Delaware limited partnership


By: WDOP Sub I GP LLC,
a Delaware limited liability company,
its General Partner

By: TIO Milestone Parent LP,
a Delaware limited partnership,
its Manager

By: TIO Milestone Parent GP LLC,
a Delaware limited liability company,
its General Partner

By: TIO Milestone LP,
a Delaware limited partnership,
its Manager

By: TIO SM Apartments GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Christopher Phillips
Title: Vice President

Authorized signatories:

Jeffrey L. Goldberg Co-President

Robert P. Landin Co-President

Christopher Phillips Vice President

1
2 TERRY GODDARD
3 The Attorney General
4

5 By Rose A. Daly-Rooney
6 Rose A. Daly-Rooney
7 Assistant Attorney General
8 400 West Congress, Suite S-215
9 Tucson, Arizona 85701

10 Attorney for Plaintiff State of Arizona

By Meredith Laguna
Meredith Laguna
Plaintiff-Intervenor

11 Date: August 28, 2008
12

Date: 8-28-08

13
14 APPROVED AS TO FORM AND
15 CONTENT:
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17 Community Legal Services

18 By: Rose Winkeler
19 Rose Winkeler
20 Staff Attorney
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